

EXHIBIT 55

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10 Attorneys for WAYMO LLC

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

13 WAYMO LLC,

14 Plaintiff,

15 vs.

16 UBER TECHNOLOGIES, INC.;
17 OTTOMOTTO LLC; OTTO TRUCKING
18 LLC,

19 Defendants.
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CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF CLAYTON
HALUNEN**

Judge: Hon. William H. Alsup

Trial Date: February 5, 2018

1 I, Clayton Halunen, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of Minnesota and am a partner
3 in Halunen Law. I have personal knowledge of the matters set forth in this declaration, and if
4 called as a witness I would testify competently to those matters.

5 2. Halunen Law and Collier Law Firm, LLP jointly represented Richard Jacobs in
6 connection with certain employment-related and whistleblower-related claims that Mr. Jacobs
7 asserted against Uber in the spring and summer of 2017. I was the lead attorney representing
8 Mr. Jacobs against Uber.

9 3. Halunen Law and Collier Law Firm, LLP represented Mr. Jacobs on a contingency
10 fee basis. The two firms were compensated for their representation based on a percentage of the
11 compensation that Mr. Jacobs received when he settled his claims against Uber. Further, the
12 parties fully resolved Mr. Jacobs' claims before litigation began. As a result, Halunen Law did not
13 maintain time records sufficient to show the time spent on Mr. Jacobs' matter or send invoices to
14 Mr. Jacobs reflecting its work on the matter. Nonetheless, I conservatively estimate that Halunen
15 Law spent approximately 230 hours working on the matter from the time Halunen Law was
16 retained through the finalization of Mr. Jacobs' settlement with Uber. I do not have actual
17 knowledge of the specific number of hours that Collier Law Firm, LLP expended. I would
18 presume that the amount of time expended by Collier Law Firm, LLP would have approximated
19 the time that Halunen Law expended.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration was ~~executed in Minneapolis~~, Minnesota on
22 January 11, 2018.

23 
24 Clayton Halunen